

Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bank. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Securities Inc.

Name of Transferor

Kyoto Prefectural Credit Federation of Agricultural
Cooperatives

Name and Address where notices to transferee should be sent:

Deutsche Securities Inc.
2-11-1 Nagatacho, Chiyoda-ku
Tokyo, Japan
100-617
Japan

Court Claim # (if known): 62783
Amount of Claim (transferred):

JPY 500,000,000.00 of ISIN XS0290989994 (plus
all interest, costs and fees relating to this claim).

Date Claim Filed: November 2 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: 813-5156-7030

Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Magui Tataishi

Date:

18-Apr, 2012

By: 

Kirk Shimizuishi

Date:

18-Apr, 2012

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

*PARTIAL Transfer of LBHI Claim # 62783
PROGRAM SECURITY*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Kyoto Prefectural Credit Federation of Agricultural Cooperatives** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Deutsche Securities Inc.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 62783 filed by or on behalf of Seller's predecessor-in-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) neither Seller nor any of its predecessors-in-title has accelerated the Purchased Securities; and (h) Seller has duly and validly submitted to the Debtor's claims agent, Epiq Bankruptcy Solutions, LLC an accurate and appropriate Internal Revenue Service tax form and OFAC certification with respect to the Transferred Claims in accordance with the procedures set out at <http://dm.epiq11.com/LBH/Project/default.aspx> on 13 March 2012 (a screenshot of the web page is attached in Schedule 3 hereto).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges

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and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed
this 8th day of April 2012.

KYOTO PREFECTURAL CREDIT FEDERATION OF AGRICULTURAL COOPERATIVES **DEUTSCHE SECURITIES INC.**

By: Hitoshi Ibaraki
Name: Hitoshi Ibaraki
Title:

1, Nishisammou-Cho, Higashikujo
Minami-ku, Kyoto-City,
601-8585
JAPAN

By: [Signature]
Name: Mayuri Tatemishi
Title:

By: [Signature]
Name: Kirk Shimizuishi
Title:

Sanno Park Tower 2-11-1 Nagatacho
Chiyoda-ku, Tokyo
100-6171
JAPAN

Schedule 1

Transferred Claims

Purchased Portion

100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 285 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the Purchased Security described below.


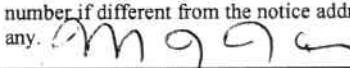
Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity
MTN6534	XS0290989994	6045525	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	JPY 500,000,000.00	3/20/2017

Schedule 2

Copy of Proof of Claim 62783

ConfidentialSchedule 1-1

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062783 	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom Attn: Steven Anthony Pearson See attached for additional contact information		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: see attached Email Address: see attached Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ see attached (Required)			
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): see attached (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: see attached (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: 97816 EUROCLEAR (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <div style="border: 2px solid black; padding: 10px; margin: 10px auto; width: 150px;"> FILED / RECEIVED NOV 02 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC </div>	
Date: 7/29/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Administrator (acting as agent and without personal liability)		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			
MICHAEL JORTN ANDREW JERVIS Administrator (acting as agent and without personal liability)			

**ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM
OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**

1. Lehman Brothers International (Europe) (in administration) (including all of its international branches, "**LBIE**"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmans or Anthony Victor Lomas (together, the "**Administrators**" and each an "**Administrator**") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "**LPS**") omnibus claim (the "**LPS Omnibus Claim**") against Lehman Brothers Holdings Inc. ("**LBHI**" and, together with its direct and indirect subsidiaries, the "**Lehman Group**"), case number 08-13555 (JMP) (the "**Bankruptcy Proceeding**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "**Bankruptcy Code**"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.

3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "**Administration Date**"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "**Filing Date**").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "**LPS Holdings**") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "**LPS List**"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "**Valuation**") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.

7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.

8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.

9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.

11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.

12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.

13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.

14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.

15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf of its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.

17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.

18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.

19. By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.

20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.

21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration)
25 Bank Street
London
E14 5LE
United Kingdom
Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
Attn: Titia Holtz
Kiah Beverly-Graham
Phone: (212) 903-9000

Page 1 of 5

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XSO3351559241	60457261		97816 Floating	400,000,000	JPY	400,000,000	0.0095	3,797,408	-
6045759			97816 Fixed	7,000,000	NZD	7,000,000	0.6571	4,596,700	-
XSO331927406	6045759		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO331355103	6045759		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO335095904	6045759		97816 Floating	7,000,000	NZD	7,000,000	0.6571	4,596,700	-
XSO350111064	6045759		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
6045733			97816 ZCB	200,000,000	JPY	200,000,000	0.0095	2,753,121	-
XSO349751368	6045732		97816 Floating	400,000,000	JPY	400,000,000	0.0095	3,797,408	-
XSO349442615	6045731		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO349153931	6045754		97816 Fixed	7,000,000	JPY	7,000,000	0.0095	474,676	-
XSO348936161	6045749		97816 Floating	50,000,000	JPY	50,000,000	1.0000	10,955,278	Yes
XSO348749	6046032		97816 Fixed	10,000,000	USD	10,000,000	0.0095	2,583,251	-
XSO346506810	6045750		97816 Floating	270,000,000	JPY	270,000,000	0.0095	5,643,750	-
XSO346124984	6045746		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO346124638	6045747		97816 Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO346123408	6045748		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO345611776	6045743		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO345611791	6045740		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO345213796	6045741		97816 Floating	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XSO344699710	6045745		97816 ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XSO344699710	6045742		97816 Floating	100,333,333	JPY	100,333,333	0.0095	952,517	Yes
XSO344699710	6045742		97816 Floating	7,000,000	AUD	7,000,000	0.8063	7,181,000	Yes
XSO344549141	6045734		97816 Floating	100,000,000	JPY	100,000,000	0.0095	849,352	-
XSO344142202	6045734		97816 Floating	7,000,000	NZD	7,000,000	0.6571	4,596,700	-
XSO344101643	6045735		97816 Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO344101273	6045736		97816 Floating	5,000,000	USD	5,000,000	1.0000	5,643,750	-
XSO344086532	6045738		97816 ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO345799400	6045737		97816 Floating	7,000,000	NZD	7,000,000	0.6571	4,596,700	-
XSO345642905	6045739		97816 Floating	500,000,000	JPY	500,000,000	0.0095	4,767,857	Yes
XSO345642905	6045732		97816 Floating	500,000,000	JPY	500,000,000	0.0095	4,767,857	Yes
XSO343217104	6045730		97816 Floating	500,000,000	JPY	500,000,000	0.0095	4,767,857	Yes
XSO343216909	6045730		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO342989711	6045729		97816 Fixed	7,000,000	NZD	7,000,000	0.6571	4,596,700	-
XSO342989398	6045728		97816 Floating	18,000,000	USD	18,000,000	1.0000	18,000,000	-
XSO342945002	6045731		97816 ZCB	6,000,000	AUD	6,000,000	0.8063	6,455,000	-
XSO342120630	6045726		97816 ZCB	6,000,000	AUD	6,000,000	0.8063	6,455,000	-
XSO341223427	6045723		97816 ZCB	6,000,000	AUD	6,000,000	0.8063	6,455,000	-
XSO341169099	6045725		97816 Fixed	7,000,000	AUD	7,000,000	0.8063	6,455,000	-
XSO341159589	6045727		97816 Floating	8,000,000	AUD	8,000,000	0.8063	6,455,000	-
XSO340649200	6045724		97816 Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO340647840	6045717		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO3404507042	6045721		97816 Floating	80,000,000	JPY	80,000,000	0.0095	758,482	-
XSO339681102	6045715		97816 ZCB	7,500,000	AUD	7,500,000	0.8063	6,046,875	-
XSO336556527	6045722		97816 ZCB	7,000,000	NZD	7,000,000	0.6571	4,596,700	-
XSO339559380	6045718		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO339460773	6045716		97816 Floating	100,000,000	JPY	100,000,000	0.0095	945,352	-
XSO339222050	6045720		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO338844598	6045708		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO338901110	6045712		97816 ZCB	14,000,000	NZD	14,000,000	0.6571	9,166,400	-
XSO338678116	6045713		97816 ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO338675902	6045709		97816 ZCB	14,000,000	AUD	14,000,000	0.8063	11,287,500	-
XSO338675811	6045711		97816 Floating	190,000,000	JPY	190,000,000	0.0095	1,803,769	Yes
XSO338675571	6045710		97816 Floating	40,000,000	USD	40,000,000	1.0000	40,047,222	Yes
XSO338657092	6045706		97816 Floating	40,000,000	USD	40,000,000	1.0000	40,047,222	Yes
XSO338659860	6045707		97816 Floating	30,035,417	USD	30,035,417	1.0000	30,035,417	Yes
XSO338659747	6045704		97816 Floating	40,000,000	USD	40,000,000	1.0000	40,047,222	Yes
XSO338618045	6045702		97816 Floating	100,000,000	JPY	100,000,000	0.0095	1,026,300	Yes
XSO338094378	6045698		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO337411917	6045698		97816 Floating	7,000,000	AUD	7,000,000	0.8063	7,532,525	Yes
XSO336936440	6045695		97816 Floating	15,000,000	AUD	15,000,000	0.8063	7,507,912	Yes
XSO336928113	6045695		97816 Floating	15,000,000	AUD	15,000,000	0.8063	16,800,703	Yes
XSO336917203	6045701		97816 Fixed	7,000,000	AUD	7,000,000	0.8063	16,687,359	Yes
XSO336914866	6045694		97816 Floating	9,486,750	AUD	9,486,750	0.8063	7,646,602	Yes
XSO336924958	6045697		97816 Floating	9,473,333	AUD	9,473,333	0.8063	7,637,875	Yes
XSO336927070	6045691		97816 Floating	7,000,000	AUD	7,000,000	0.8063	7,637,875	Yes
XSO336923296	6045692		97816 Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO336923731	6045693		97816 Floating	100,000,000	JPY	100,000,000	0.0095	858,213	Yes
XSO336921879	6045693		97816 Floating	7,000,000	AUD	7,000,000	0.8063	7,820,356	Yes
XSO336935865	6045685		97816 Floating	7,000,000	AUD	7,000,000	0.8063	7,736,641	Yes
XSO336934422	6045681		97816 Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XSO3369343797	6045686		97816 ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0335143224	6045622		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0335143441	6045663		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0335143284	6045669		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334704324	6045668		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334450912	6045675		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334450569	6045674		97816 Fixed	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334450326	6045676		97816 Fixed	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334422317	6045677		97816 Fixed	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334172004	6045680		97816 Fixed	17,000,000 AUD	AUD	17,000,000	0.8063	13,754,706	Yes
XS0334171872	6045678		97816 Fixed	33,000,000 AUD	AUD	33,000,000	0.8063	26,700,489	Yes
XS0334171769	6045679		97816 Fixed	17,000,000 AUD	AUD	17,000,000	0.8063	13,754,706	Yes
XS0334090445	6045672		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0334090406	6045671		97816 Floating	120,000,000 JPY	JPY	120,000,000	0.0095	1,139,222	
XS0333831167	6045668		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0333106507	6045670		97816 Floating	510,000,000 JPY	JPY	510,000,000	0.0095	4,841,666	
XS0333106259	6045667		97816 Floating	340,000,000 JPY	JPY	340,000,000	0.0095	3,227,797	
XS0332764785	6045673		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0332136443	6045669		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0332136443	6045664		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0331486566	6045659		97816 ZCB	100,000,000 JPY	JPY	101,827,778	0.0095	966,704	Yes
XS0331453823	6045660		97816 Floating	7,000,000 NZD	NZD	7,000,000	0.6571	4,589,700	
XS0331505122	6045661		97816 Floating	7,000,000 NZD	NZD	7,000,000	0.6571	4,589,700	
XS0331504828	6045663		97816 Floating	7,000,000 NZD	NZD	7,000,000	0.6571	4,589,700	
XS0331472281	6045662		97816 Floating	1,007,500 AUD	AUD	1,007,500	0.8063	812,297	Yes
XS0331048123	6045665		97816 ZCB	4,000,000 AUD	AUD	4,000,000	0.8063	3,225,000	
XS0331048040	6045654		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0331045020	6045645		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0331044990	6045653		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0331044726	6045657		97816 ZCB	3,000,000 AUD	AUD	3,000,000	0.8063	2,418,750	
XS0331037605	6045658		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0330987762	6045652		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0330724229	6045651		97816 Floating	110,000,000 JPY	JPY	110,000,000	0.0095	1,044,287	
XS0330204149	6045648		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0329878770	6045647		97816 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,848,056	
XS0329878267	6045650		97816 Floating	250,000,000 JPY	JPY	250,000,000	0.0095	2,373,380	
XS0329877689	6045648		97816 Fixed	10,000,000 USD	USD	10,081,467	1.0000	10,081,467	Yes
XS0329829541	6045643		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0329337421	6045645		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0329337264	6045646		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0329087531	6045644		97816 Floating	240,000,000 JPY	JPY	240,000,000	0.0095	2,278,445	
XS0328666119	6045642		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0328666119	6045637		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0328666119	6045639		97816 Floating	240,000,000 JPY	JPY	240,000,000	0.0095	2,278,445	
XS0328666119	6045640		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0327847470	6045633		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0327713359	6045632		97816 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,848,056	
XS0327463256	6045631		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0327281348	6045634		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0327273227	6045635		97816 Floating	370,000,000 JPY	JPY	370,000,000	0.0095	3,512,803	
XS0327262854	6045636		97816 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,848,056	
XS03266633124	6045626		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS03264467134	6045627		97816 Floating	51,225,000 JPY	JPY	51,225,000	0.0095	488,306	Yes
XS0325969265	6045624		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS03248841165	6045625		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0324683393	6045626		97816 ZCB	3,000,000 USD	USD	3,000,000	1.0000	3,000,000	
XS0324503607	6045630		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS03244421133	6045619		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS03244219111	6045618		97816 ZCB	380,000,000 JPY	JPY	417,472,222	0.0095	3,983,281	Yes
XS03243432562	6045620		97816 Floating	14,000,000 AUD	AUD	14,000,000	0.8063	11,287,500	
XS0324187639	6045623		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0323635713	6045624		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0323635473	6045622		97816 ZCB	14,000,000 AUD	AUD	14,000,000	0.8063	11,287,500	
XS0323634823	6045621		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0322488777	6045612		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0322487969	6045613		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0322030640	6045617		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0321785640	6045615		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0321784780	6045611		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0321396967	6045614		97816 Floating	120,000,000 JPY	JPY	120,000,000	0.0095	1,139,222	Yes
XS0321125014	6045610		97816 Floating	234,000,000 JPY	JPY	234,973,250	0.0095	2,278,163	

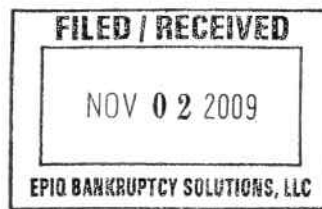
International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0301060012	60458071	78161 Floating	78161 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,846,056	-
6045808		78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0301045026	6045809	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0301022095	6045900	78161 Floating	78161 Floating	160,000,000 JPY	JPY	160,000,000	0.0095	1,518,963	-
XS0310683990	6045904	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0319632732	6045905	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0319632735	6045900	78161 Floating	78161 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,846,056	-
XS0319356039	6045903	78161 Floating	78161 Floating	3,370,000 USD	USD	3,370,000	1.0000	3,370,000	-
XS0319156702	6045906	78161 Floating	78161 Floating	4,360,000 USD	USD	4,360,000	0.0095	4,360,000	-
XS0319156454	6045909	78161 Floating	78161 Floating	710,463,056	JPY	710,463,056	0.0095	6,745,081	Yes
XS0318599056	6045901	78161 Floating	78161 Floating	200,000,000 JPY	JPY	200,000,000	0.0095	1,898,704	Yes
XS0318538930	6045964	78161 Floating	78161 Floating	500,000,000 JPY	JPY	500,000,000	0.0095	4,752,635	Yes
XS0317981081	6045966	78161 Floating	78161 Floating	100,466,667	JPY	100,466,667	0.0095	953,782	Yes
XS0317943568	6045967	78161 Floating	78161 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	946,352	-
XS0316653925	6045968	78161 Floating	78161 Floating	1,000,000,000	JPY	1,000,000,000	0.8663	866,352	-
XS0316653255	6045969	78161 Floating	78161 Floating	1,000,000,000	AUD	1,000,000,000	0.8663	866,352	-
XS0316652733	6045965	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0316650592	6045962	78161 Floating	78161 Floating	220,000,000 JPY	JPY	220,000,000	0.0095	2,088,575	-
XS0315419134	6045960	78161 Floating	78161 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	946,352	-
XS0315360339	6045959	78161 Floating	78161 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.8663	866,352	-
XS0314747105	6045591	78161 ZCB	78161 ZCB	1,100,000 AUD	AUD	1,100,000	0.8663	866,352	-
XS0314578310	6045589	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0313950031	6045584	78161 Floating	78161 Floating	3,040,000 USD	USD	3,040,000	1.0000	3,040,000	-
XS0313782814	6045586	78161 ZCB	78161 ZCB	4,500,000 JPY	JPY	4,500,000	0.0095	42,010	Yes
XS0313684459	6045587	78161 Floating	78161 Floating	100,000,000 JPY	JPY	100,000,000	1.0000	3,560,000	-
XS0313537184	6045585	78161 Floating	78161 Floating	3,360,000 USD	USD	3,360,000	1.0000	3,360,000	-
XS0313536982	6045581	78161 Floating	78161 Floating	150,000,000 JPY	JPY	150,000,000	0.0095	1,400,815	Yes
XS031329729	6045580	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS031273272	6045577	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0312428609	6045579	78161 Floating	78161 Floating	110,000,000 JPY	JPY	110,000,000	0.0095	1,044,287	Yes
XS0312057432	6045571	78161 Floating	78161 Floating	51,982,600	JPY	51,982,600	0.0095	483,498	-
XS0311749693	6045573	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0311664564	6045574	78161 Floating	78161 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	946,352	-
XS0311016652	6045570	78161 Floating	78161 Floating	2,750,000 USD	USD	2,750,000	1.0000	2,750,000	-
XS0310846533	6045572	78161 Floating	78161 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	946,352	Yes
XS0310685021	6045568	78161 Floating	78161 Floating	455,000,000 JPY	JPY	455,000,000	0.0095	4,324,446	-
XS0310685023	6045575	78161 ZCB	78161 ZCB	1,140,000 USD	USD	1,140,000	1.0000	1,140,000	-
XS0310685025	6045576	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685027	6045591	78161 Floating	78161 Floating	2,570,000 USD	USD	2,570,000	1.0000	2,570,000	Yes
XS0310685030	6045592	78161 Floating	78161 Floating	312,600,000 JPY	JPY	312,600,000	0.0095	2,907,875	-
XS0310685031	6045590	78161 Floating	78161 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	946,352	Yes
XS0310685032	6045593	78161 Floating	78161 Floating	308,715,000	JPY	308,715,000	0.0095	2,930,762	-
XS0310685033	6045594	78161 Floating	78161 Floating	1,740,000 USD	USD	1,740,000	1.0000	1,740,000	-
XS0310685034	6045597	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	Yes
XS0310685035	6045598	78161 Floating	78161 Floating	131,254,834	JPY	131,254,834	0.0095	1,246,070	-
XS0310685036	6045599	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685037	6045601	78161 Floating	78161 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.0095	9,483,521	Yes
XS0310685038	6045602	78161 Floating	78161 Floating	205,416,667	JPY	205,416,667	0.0095	1,950,127	-
XS0310685039	6045604	78161 Floating	78161 Floating	180,000,000 JPY	JPY	180,000,000	0.0095	1,708,834	-
XS0310685040	6045605	78161 Floating	78161 Floating	50,000,000 JPY	JPY	50,000,000	0.0095	474,676	-
XS0310685041	6045606	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685042	6045607	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685043	6045608	78161 Floating	78161 Floating	50,492,000 JPY	JPY	50,492,000	0.0095	480,296	-
XS0310685044	6045609	78161 Floating	78161 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.0095	9,493,521	-
XS0310685045	6045610	78161 Floating	78161 Floating	500,000,000 JPY	JPY	500,000,000	0.0095	4,746,760	-
XS0310685046	6045611	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685047	6045612	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685048	6045613	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685049	6045614	78161 Floating	78161 Floating	30,000,000 JPY	JPY	30,000,000	0.0095	282,000	Yes
XS0310685050	6045615	78161 Floating	78161 Floating	320,000,000 USD	USD	320,000,000	1.0000	1,923,825	-
XS0310685051	6045616	78161 Floating	78161 Floating	202,623,000	JPY	202,623,000	0.0095	1,923,825	Yes
XS0310685052	6045617	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685053	6045618	78161 Floating	78161 Floating	8,000,000 AUD	AUD	8,000,000	0.8663	6,450,000	-
XS0310685054	6045619	78161 ZCB	78161 ZCB	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685055	6045620	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685056	6045621	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685057	6045622	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685058	6045623	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685059	6045624	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685060	6045625	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685061	6045626	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685062	6045627	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685063	6045628	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685064	6045629	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685065	6045630	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685066	6045631	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685067	6045632	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685068	6045633	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685069	6045634	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685070	6045635	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685071	6045636	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685072	6045637	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685073	6045638	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685074	6045639	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685075	6045640	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685076	6045641	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685077	6045642	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685078	6045643	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685079	6045644	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685080	6045645	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685081	6045646	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685082	6045647	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685083	6045648	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685084	6045649	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685085	6045650	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685086	6045651	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685087	6045652	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685088	6045653	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.8663	5,643,750	-
XS0310685089	6045654	78161 Floating	78161 Floating	7,000,000 AUD	AUD	7,000,000	0.866		

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0205681107	6045530	97816	Floating	173,000,000	JPY	176,434,028	0.0095	1,675,455	Yes
XS0205602231	6045531	97816	Floating	100,000,000	JPY	102,925,000	0.0095	974,273	Yes
XS0205644032	6045522	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS02056140653	6045524	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0205621776	6045528	97816	Floating	120,000,000	JPY	123,306,867	0.0095	1,170,614	Yes
XS02056173122	6045526	97816	Floating	50,000,000	JPY	51,811,111	0.0095	482,819	Yes
XS0205609884	6045525	97816	Floating	500,000,000	JPY	505,104,167	0.0095	4,795,217	Yes
XS02056093647	6045521	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS02056093647	6045523	97816	Floating	90,000,000	JPY	90,000,000	0.0095	854,417	-
XS02056093647	6045523	97816	Floating	50,000,000	JPY	50,000,000	0.0095	474,878	-
XS02056093647	6045520	97816	Floating	300,000,000	JPY	338,550,000	0.0095	3,214,031	Yes
XS02056093647	6045519	97816	Floating	3,000,000	USD	3,000,000	1.0000	3,000,000	-
XS02056093647	6045518	97816	Floating	410,000,000	JPY	410,000,000	0.0095	3,892,343	-
XS02056093647	6045518	97816	Floating	100,000,000	JPY	102,855,556	0.0095	977,411	Yes
XS02056093647	6045515	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS02056093647	6045515	97816	Floating	50,000,000	JPY	50,700,000	0.0095	481,321	Yes
XS02056093647	6045510	97816	Floating	300,000	EUR	300,000	1.4164	425,520	-
XS02056093647	6045512	97816	Floating	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS02056093647	6045514	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS02056093647	6045509	97816	Floating	100,000,000	JPY	103,785,833	0.0095	1,004,375	Yes
XS02056093647	6045507	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,894,704	-
XS02056093647	6045508	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS02056093647	6045505	97816	Floating	100,000,000	JPY	101,408,333	0.0095	962,722	-
XS02056093647	6045503	97816	Floating	50,000,000	JPY	50,085,556	0.0095	475,468	Yes
XS02056093647	6045503	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS02056093647	6045501	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS02056093647	6045501	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS02056093647	6045500	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS02056093647	6045502	97816	Floating	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS02056093647	6045504	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS02056093647	6045499	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS02056093647	6045494	97816	Floating	3,000,000	USD	3,000,000	1.0000	3,000,000	-
XS02056093647	6045495	97816	ZCB	9,500,000	EUR	9,500,000	1.4164	13,474,800	-
XS02056093647	6045495	97816	Floating	350,000	USD	353,433	1.0000	553,433	Yes
XS02056093647	6045490	97816	Floating	100,000,000	JPY	101,041,667	0.0095	959,241	Yes
XS02056093647	6045491	97816	ZCB	3,200,000	EUR	3,200,000	1.4164	4,535,860	-
XS02056093647	6045492	97816	Floating	1,000,000	USD	1,046,500	1.0000	1,046,500	-
XS02056093647	6045493	97816	Floating	8,400,000	USD	8,400,000	1.0000	8,400,000	-
XS02056093647	6045498	97816	Floating	4,260,000	EUR	4,260,000	1.4164	6,042,384	-
XS02056093647	6049930	97816	ZCB	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS02056093647	6045499	97816	Floating	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS02056093647	6045497	97816	ZCB	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
Grand Total									2,084,741,955

Where possible, accrued interest has been calculated for Fixed and Floating Rate Notes. In some instances this has not been possible due to lack of information at the time of submission. LIBE reserves all rights with respect to all valuations including as to accrued interest.

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Schedule 3

Screenshot of <http://dm.epiq11.com/LBI/Project/default.aspx> on 13 March 2012

Confidential

Client Question? Call: 866-879-0688 Technical Support Question? Call: 800-786-6439

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Lehman Brothers Holdings Inc. | Investor Relations | Home

Client Home | Claims | Contact | Key Documents

Home > Client Home

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LEHMAN BROTHERS



General Information

Claims Information

Bank Tax Information and Forms

Distribution Information

Wire Transfer

Request for Distribution

Notice to Holders of Allowed Claims Regarding Plan Distributions

PLEASE TAKE NOTICE that in order to receive any distributions to which you may be entitled under the confirmed Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors (the "Plan"), **you must submit to Epiq Bankruptcy Solutions, LLC ("Epiq") both**

(a) the appropriate Internal Revenue Service tax form ("Tax Form"), and
(b) a form certifying that neither you nor, to the best of your knowledge, any person or entity for whom you may be acting or who may be the beneficial owner of a claim, security, or interest that is in your name or control is a person or entity with whom it is illegal for a U.S. person to transact under (a) the Office of Foreign Assets Control sanctions regulations or (b) the list of Specially Designated Nationals and Blocked Persons (the "OFAC Certification").

Unless Epiq receives original copies of each of your properly completed Tax Form and OFAC Certification by March 23, 2012, you will not receive any distributions to which you may be entitled under the Plan on the initial distribution date.*

Bank Tax Forms and OFAC Certification Regarding Status are available for download below.

- [Tax Form](#)
- [OFAC Certification Regarding Status](#)

The required forms were previously mailed to all holders of allowed claims. A copy of the most recent letter mailed to parties whom Epiq had not received one or both of the required forms by February 15, 2012 (the "Request Letter") is available here. The Request Letter provides additional information concerning the type of Tax Form to be provided based on the nature of the payment and the status of the payee. Forms must be submitted to:

If by first-class mail:
Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC PO Box 5076 New York, NY 10150-5076
If by Hand Delivery, Overnight mail or Courier requiring a signature:
Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

Holders of debt securities issued by LBHI for which an indenture trustee is the claim holder do not need to provide to the Debtors a Tax Form or OFAC Certification in order to receive a distribution. The indenture trustee is required to provide such forms to the Debtors relating to the claims.

Requests by Holders of Allowed Claims for Wire Transfers in lieu of Checks

The Debtors are providing creditors the option to have payments sent via wire transfer, for a fee, rather than by check. The per-wire fee will be \$20 for a transfer to a U.S. bank account or \$35 for a transfer to a non-U.S. bank account (the "Wire Transfer Fee"). The Wire Transfer Fee will be deducted from the amount of the distribution you would otherwise receive.

Please note that each Debtor will make its own distribution, and if a creditor is entitled to receive payments from more than one Debtor, a Wire Transfer Fee will be deducted from each payment. Each Debtor will, however, to the extent practicable, make aggregate distributions on account of all of the claims held by a particular creditor. All payments under the Plan will be made from bank accounts in the United States, denominated in U.S. Dollars.

In order to receive distributions to which you may be entitled by wire, you must complete and return a Wire Request Form so that it is received by Epiq prior to the distribution record date for a given distribution. Please contact Epiq via email at lehmancallcenter@epiqsystems.com or by phone at 866-879-0688 (toll-free from the U.S.) or 535-597-7591 (non-U.S.) for information about how to obtain a Wire Request Form.

Key Documents

- [Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors](#) (December 5, 2011) (the "Plan") (Note: This document is 22 MB. Depending on the speed of your download, this process may take a few minutes.)
- [Lehman Bankruptcy Solutions, LLC Claims Processing Procedures](#) (Lehman Bankruptcy Solutions, LLC v. Lehman Bankruptcy Solutions, LLC, Case No. 11-00001, (Bankruptcy Court of the Southern District of New York, 2011) (December 6, 2011).
- [Lehman Bankruptcy Solutions, LLC Claims Processing Procedures](#) (Lehman Bankruptcy Solutions, LLC v. Lehman Bankruptcy Solutions, LLC, Case No. 11-00001, (Bankruptcy Court of the Southern District of New York, 2011) (January 19, 2012).
- [Lehman Bankruptcy Solutions, LLC Claims Processing Procedures](#) (February 15, 2012).
- [Lehman Bankruptcy Solutions, LLC Claims Processing Procedures](#) (March 8, 2012).
- [Lehman Bankruptcy Solutions, LLC Claims Processing Procedures](#) (March 8, 2012).

Lehman Bankruptcy Solutions, LLC ("Epiq") maintains this website for the debtor's convenience. While Epiq makes every attempt to assure the accuracy of the information contained herein, this website is not the official record of the United States Bankruptcy Court and does not reflect the court's official record of the Bankruptcy Court. All documents filed with the Bankruptcy Court are available for inspection at the court's website.

Epiq Bankruptcy Solutions, LLC ("Epiq") maintains this website for the debtor's convenience. While Epiq makes every attempt to assure the accuracy of the information contained herein, this website is not the official record of the United States Bankruptcy Court and does not reflect the court's official record of the Bankruptcy Court. All documents filed with the Bankruptcy Court are available for inspection at the court's website.

(LBH) Client Home

Page 2 of 2

The effect of the Clerk of the Bankruptcy Court during its normal business hours are based on the Bankruptcy Court's website. Use of this website is also subject to the TERMS OF USE located at: <http://www.uscourts.gov>
Please review our PRIVACY POLICY located at: <http://www.uscourts.gov> regarding the data maintained on this website.